

Hearing Date: January 25, 2008

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ATTORNEYS FOR SPARTECH CORPORATION AND SPARTECH POLYCOM

UNITED STATES BANKRUPTCY COURT

SOUTHERN DISTRICT OF NEW YORK

In re

DELPHI CORPORATION, *et al.*,

Debtors.

Chapter 11

Case No. 05-44481(RDD)

(Jointly Administered)

**CONDITIONAL WITHDRAWAL, WITHOUT PREJUDICE, OF
OBJECTION OF SPARTECH CORPORATION AND SPARTECH POLYCOM
TO NOTICE OF CURE AMOUNT WITH RESPECT TO EXECUTORY
CONTRACT OR UNEXPIRED LEASE TO BE ASSUMED AND ASSIGNED IN
CONNECTION WITH THE SALE OF INTERIORS AND CLOSURES BUSINESS**

Spartech Corporation and Spartech Polycom (collectively, "Spartech"), by and through undersigned counsel, hereby files this Conditional Withdrawal of the *Objection of Spartech Corporation and Spartech Polycom to Notice of Cure Amount With Respect to Executory Contract or Unexpired Lease to be Assumed and Assigned in Connection with the Sale of Interiors and Closures Business*, filed on December 10, 2007 at Docket No. 11381 (the

“Objection”). Spartech hereby conditionally withdraws its Objection, without prejudice, based upon the representation of Delphi Corporation and certain of its affiliates (“Debtors”), by and through their counsel, that the Debtors will set forth the following agreement between the parties in their response to the Objection:

On December 10, 2007, Spartech filed the Objection of Spartech Corporation and Spartech Polycom to Notice of Cure Amount with Respect to Executory Contract or Unexpired Lease to be Assumed and Assigned in Connection with the Sale of Interiors and Closures Business (the "Spartech Objection") (Docket No. 11381). In the Spartech Objection, Spartech disputed the cure amount asserted in the Debtors' Cure Notice, and asserted a total cure amount of \$41,729.08 for products delivered postpetition (consisting of \$30,635.36 for purchase order 550057020 and \$11,093.72 for purchase order 550057021). The Spartech Objection has been resolved consensually. By mutual agreement of the parties, the Debtors will make the following payments to Spartech pursuant to the following timeline: (a) \$3,264.85 by February 15, 2008; (b) \$4,330.26 by February 15, 2008; and (c) \$58,147.71 in the ordinary course. Additionally, Debtors will pay Spartech for shipments received on or after January 10, 2008 in the ordinary course. For the avoidance of doubt, Spartech, having timely filed the Spartech Objection, is not subject to the terms of Paragraph 7(b) of the Bidding Procedures Order pertaining to circumstances in which no objection is timely filed, and nothing shall preclude Spartech from asserting any and all future claims it may have arising under the contracts at issue in the Spartech Objection. In consideration for the Debtors' commitment to these transactions, on January 24, 2008, Spartech has withdrawn the Spartech Objection (Docket No. [@]).

Dated: January 24, 2008
Florham Park, NJ

By: /s/ Richard M. Meth

RICHARD M. METH (RM7791)

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